



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 6, 2002

IN REPLY PLEASE
REFER TO FILE: PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

GARMOUNT DRAIN COUNTY-CITY COOPERATIVE AGREEMENT SUPERVISORIAL DISTRICT 4 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of the Board to sign the agreement between the City of Paramount and the County of Los Angeles, which establishes the City's responsibility to design and construct the Garmount Drain with the County providing a fixed contribution of \$250,000 toward the design and construction contract costs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works, on behalf of the Los Angeles County Flood Control District, proposes to financially participate in the construction of the Garmount Drain. The drain will alleviate flooding and increase pedestrian and vehicular safety throughout the project area. The City of Paramount will complete the preliminary engineering, advertise, award, and administer the construction contract. The City also intends to construct street improvements along Garfield Avenue immediately following storm drain construction,

thereby minimizing public inconveniences. The County will contribute a fixed amount of \$250,000 toward the design and construction contract costs of the drain. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to expedite completion of the project. It also satisfies the goal of Service Excellence since Garmount Drain will alleviate flooding and increase pedestrian and vehicular safety throughout the project area.

FISCAL IMPACT/FINANCING

The total design and construction contract costs of the drain is currently estimated to be \$625,000. The fixed County contribution for the proposed project is \$250,000. Prior to advertisement of the project for construction bids, Public Works will transfer its contribution to the City of Paramount. Financing for this agreement is available from the Fiscal Year 2001-02 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement has been reviewed and approved as to form by County Counsel. This agreement was executed by the City of Paramount on March 19, 2002.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt pursuant to Section 15303 (d) of the California Environmental Quality Act and Class 3, Subsection (q), of the Environmental Reporting Procedures adopted by your Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will not have a significant impact on current flood control services or projects currently planned. Upon construction completion to the satisfaction of the County, the County will be responsible for future operation, maintenance, and repair of the drain.

The Honorable Board of Supervisors
June 6, 2002
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CONCLUSION

Enclosed are three originals of the agreement which have been executed by the City and approved as to form by County Counsel. Please return two fully executed originals of the agreement along with one approved copy of this letter to Public Works for further processing. The agreement labeled County original is to be retained for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

TG:ph
C011493
C:\TEMP\GARMOUNT.WPD

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF PARAMOUNT, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District, hereinafter referred to as "DISTRICT," pursuant to Section 56-3/4 of COUNTY'S Charter and in accordance with an Agreement, approved on December 26, 1984, between COUNTY and DISTRICT; and

WHEREAS, CITY and COUNTY desire that a new storm drain on Garfield Avenue between Rosecrans Avenue and Somerset Boulevard, identified as Garmount Drain as shown on Exhibit A, be constructed within CITY, hereinafter referred to as "DRAIN"; and

WHEREAS, CITY and COUNTY also desire that street improvements be constructed on Garfield Avenue between the Century Freeway and Somerset Boulevard; and

WHEREAS, COUNTY and CITY wish to reduce public inconveniences and costs by constructing DRAIN immediately prior to construction of street improvements; and

WHEREAS, DRAIN is entirely within the jurisdictional limits of CITY; and

WHEREAS, DRAIN is in the general interest of CITY and COUNTY; and

WHEREAS, CITY is willing to finance and perform PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, RIGHT-OF-WAY ACQUISITION, and UTILITY RELOCATIONS for DRAIN.

WHEREAS, CITY is willing to finance all payments to the contractor for construction of DRAIN; and

WHEREAS, COUNTY is willing to contribute a fixed sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for the design and construction of DRAIN, hereinafter referred to as "COUNTY CONTRIBUTION"; and

WHEREAS, CITY is willing to finance the remaining costs of DRAIN in excess of COUNTY CONTRIBUTION to complete DRAIN; and

WHEREAS, CITY is willing to accept COUNTY CONTRIBUTION in the manner stated herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the premises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To finance and perform the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, RIGHT-OF-WAY ACQUISITION, and UTILITY RELOCATIONS for DRAIN.
- b. To finance all payments to the contractor for construction of DRAIN.
- c. To prepare and obtain any necessary documents and approvals required to comply with the California Environmental Quality Act of 1970 for DRAIN at no cost to COUNTY or DISTRICT.
- d. To ensure that CITY contractor adds COUNTY, its special districts, and their officers, employees, and agents as additional insures on their insurance policies, including comprehensive general liability and automobile policies, with the minimum limits of coverage per Subsection 7-3 of the Standard Specifications for Public Works Construction.
- e. To obtain COUNTY'S written approval of all work associated with PRELIMINARY ENGINEERING and RIGHT-OF-WAY ACQUISITION prior to advertising of DRAIN for construction bids.
- f. To invoice COUNTY for the fixed sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for DRAIN upon the full execution of this AGREEMENT, but in no event earlier than sixty (60) days prior to advertisement of DRAIN for construction bids.
- g. To accept deposit of COUNTY'S funds in accordance with the terms of this AGREEMENT.
- h. To finance the remaining costs of DRAIN in excess of COUNTY CONTRIBUTION to complete DRAIN.
- i. Upon completion of construction, and at no cost to COUNTY or DISTRICT, to operate and maintain DRAIN until DRAIN is accepted by DISTRICT for operation and maintenance in accordance with Section (2) d. below.

(2) COUNTY AGREES:

- a. To review all work associated with PRELIMINARY ENGINEERING and RIGHT-OF-WAY ACQUISITION, and approve the work if they meet DISTRICT'S standards.
- b. To contribute a fixed sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) toward the design and construction of DRAIN.
- c. To deposit with CITY the COUNTY CONTRIBUTION amount upon the full execution of this AGREEMENT and receipt of invoice from CITY, but in no event earlier than sixty (60) days prior to advertisement of DRAIN for construction bids.
- d. Upon completion of the DRAIN to DISTRICT'S satisfaction, to accept ownership and thereafter be responsible for the operation and maintenance of DRAIN.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. CITY shall be responsible for any and all costs necessary to complete DRAIN in excess of COUNTY CONTRIBUTION.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental documentation; design survey; soils report; traffic engineering and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; obtaining COUNTY approval of DRAIN; and all other necessary work prior to advertising of DRAIN for construction bids.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of plans and specifications for DRAIN, necessitated by unforeseen or unforeseeable field conditions encountered during construction of DRAIN, and all other necessary work after advertising of DRAIN for construction bids to cause DRAIN to be constructed in accordance with said plans and specifications approved by COUNTY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way

identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements, including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense, and all other work necessary to acquire right of way for construction and maintenance of DRAIN.

- e. UTILITY RELOCATIONS, as referred in this AGREEMENT, shall consists of all payments to utility companies or contractor for the relocation of facilities necessary for the construction of DRAIN and all payments to others, including COUNTY and DISTRICT for the necessary right of way needed for the relocations.
- f. DRAIN consists of the work shown on CITY'S contract drawings, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- g. Within sixty (60) days after final payment to construction contractor for DRAIN, CITY shall perform a final and separate accounting of cost of DRAIN and forward it to COUNTY for review and approval. Within thirty (30) days of COUNTY'S approval of the final separate accounting and if the costs in this accounting are less than the amount of funds previously deposited with CITY for COUNTY CONTRIBUTION, CITY shall return the excess funds to COUNTY. If the excess funds is not delivered to COUNTY from CITY within thirty (30) days of COUNTY'S approval of the final separate accounting, CITY shall pay COUNTY interest thereon from the date of the approval at the rate of seven percent (7%) per annum.
- h. Upon DISTRICT'S acceptance of DRAIN, CITY hereby grants DISTRICT permission to occupy and use CITY public streets and permanent right of way necessary for the operation, maintenance, and repair or replacement of DRAIN at no cost to COUNTY or DISTRICT.
- i. CITY shall not hold COUNTY or DISTRICT accountable for the expense of relocation, alteration, and modification of DRAIN once installed, necessitated by future street improvements, realignments, or reconstruction.
- j. Upon DISTRICT'S acceptance of DRAIN, CITY shall take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities to DISTRICT when necessary to maintain, repair, or replace DRAIN at no cost to COUNTY or DISTRICT.

- k. COUNTY may unilaterally terminate this AGREEMENT without cause at any time prior to award of the construction contract and, in such an event, the CITY shall not be entitled to any compensation.
- l. CITY shall indemnify, defend, and save harmless COUNTY, its agents, officers, and employees from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or subconsultants of any tier in conjunction with DRAIN, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage.
- m. During construction of DRAIN, CITY shall furnish an inspector or other representative to perform the functions of an inspector at no cost to COUNTY. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of DRAIN. Said inspectors shall cooperate and consult with each other. COUNTY inspector shall not issue any directive(s) to the contractor, but shall work through CITY inspector. The orders of CITY'S inspector to the contractor or any other CITY person in charge of construction shall prevail and be final.
- n. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- o. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32384 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of May 5, 1978, and currently in effect is inapplicable to this AGREEMENT.

- p. This AGREEMENT may be modified only by the mutual written consent of both parties.
- q. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- r. This AGREEMENT was prepared by both parties, and therefore shall not be interpreted for or against either party on the basis of who prepared it.
- s. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- t. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Harry Babbitt
Director of Public Works
City of Paramount
16400 Colorado Avenue
Paramount, CA 90723-5091

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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IN WITNESS WHEREOF, the parties hereto have caused the AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PARAMOUNT on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF PARAMOUNT

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney